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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ELEGANT OUTDOOR
FURNITURE, LLC, an Arizona
Domestic Limited Liability Company
D/B/A OLLE GARDENS;

Plaintiff,

v.

VEGO INNOVATIONS, INC., a
Delaware Corporation;

Case No. 2:25-cv-02834-GW-SSC

STIPULATED PROTECTIVE
ORDER

1 GUANGYUAN “ROBERT” XIONG;
2 FRANK ZHANG; KENT XIE; AND
3 JASON ZHANG; and DOES 1-10

4 Defendants.

5
6 VEGO INNOVATIONS, INC., a
7 Delaware Corporation,

8 Counter-Plaintiff,

9 vs.

10 ELEGANT OUTDOOR FURNITURE,
11 LLC, an Arizona Domestic Limited
12 Liability Company d/b/a Olle Gardens;

13 Counter-Defendants.

14 **1. INTRODUCTION**

15 1.1 Purposes and Limitations. Discovery in this action is likely to involve
16 production of confidential, proprietary, or private information for which special
17 protection from public disclosure and from use for any purpose other than
18 prosecuting this litigation may be warranted. Accordingly, the parties hereby
19 stipulate to and petition the court to enter the following Stipulated Protective Order.
20 The parties acknowledge that this Order does not confer blanket protections on all
21 disclosures or responses to discovery and that the protection it affords from public
22 disclosure and use extends only to the limited information or items that are entitled
23 to confidential treatment under the applicable legal principles. The parties further
24 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
25 Order does not entitle them to file confidential information under seal; Civil Local
26 Rule 79-5 sets forth the procedures that must be followed and the standards that will
27 be applied when a party seeks permission from the court to file material under seal.

28 1.2 Good Cause Statement.

The Parties in the above-captioned action allege they are direct competitors of

1 each other for the marketing, distribution, and sale of raised metal garden beds, and
2 licensing of related intellectual property. The Parties have asserted cross-actions
3 against each other for infringement of intellectual property, false advertising, and
4 various business torts. The Parties allege this action is likely to involve trade
5 secrets, customer and pricing lists and other valuable research, development,
6 commercial, financial, technical and/or proprietary information for which special
7 protection from public disclosure and from use for any purpose other than
8 prosecution of this action is warranted.

9 Such confidential and proprietary materials and information consist of, among
10 other things, confidential business or financial information, confidential information
11 concerning the identity of customers and distributors and their preferences, the
12 parties' costs of goods sold and pricing practices, information regarding confidential
13 business practices, or other confidential research, development, or commercial
14 information (including information implicating privacy rights of third parties),
15 contracts, non-public compilations of retail prices, supplier and vendor agreements,
16 supplier and vendor identities, supplier pricing information and commissions or fees
17 paid to suppliers, personnel files, non-public policies and procedures, as well as
18 other documents and information otherwise generally unavailable to the public, or
19 which may be privileged or otherwise protected from disclosure under state or
20 federal statutes, court rules, case decisions, or common law.

21 Accordingly, to expedite the flow of information, to facilitate the prompt
22 resolution of disputes over confidentiality of discovery materials, to adequately
23 protect information the parties are entitled to keep confidential, to ensure that the
24 parties are permitted reasonable necessary uses of such material in preparation for
25 and in the conduct of trial, to address their handling at the end of the litigation, and
26 serve the ends of justice, a protective order for such information is justified in this
27 matter. It is the intent of the parties that information will not be designated as
28 confidential or attorneys eyes' only for tactical reasons and that nothing be so
designated without a good faith belief that it has been maintained in a confidential,

1 non-public manner, and there is good cause why it should not be part of the public
2 record of this case, or in the case of the most competitively sensitive material, why it
3 should be produced solely on an attorneys' eyes only basis.

4 1.3 Acknowledgment of Procedure for Filing Under Seal. The parties
5 further acknowledge, as set forth in Section 12.3, below, that this Stipulated
6 Protective Order does not entitle them to file confidential information under seal;
7 Local Rule 79-5 sets forth the procedures that must be followed and the standards
8 that will be applied when a party seeks permission from the court to file material
9 under seal.

10 There is a strong presumption that the public has a right of access to judicial
11 proceedings and records in civil cases. In connection with non-dispositive motions,
12 good cause must be shown to support a filing under seal. *See Kamakana v. City*
13 *and Cnty. of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips ex rel. Ests. of*
14 *Byrd v. Gen. Motors Corp.*, 307 F.3d 1206, 1210–11 (9th Cir. 2002), *Makar-*
15 *Welbon v. Sony Elecs., Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated
16 protective orders require good cause showing), and a specific showing of good
17 cause or compelling reasons with proper evidentiary support and legal justification,
18 must be made with respect to Protected Material that a party seeks to file under
19 seal. The parties' mere designation of Disclosure or Discovery Material as
20 CONFIDENTIAL or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
21 ONLY" does not—without the submission of competent evidence by declaration,
22 establishing that the material sought to be filed under seal qualifies as confidential,
23 privileged, or otherwise protectable—constitute good cause.

24 Further, if a party requests sealing related to a dispositive motion or trial,
25 then compelling reasons, not only good cause, for the sealing must be shown, and
26 the relief sought shall be narrowly tailored to serve the specific interest to be
27 protected. *See Pintos v. Pac. Creditors Ass'n*, 605 F.3d 665, 677–79 (9th Cir.
28 2010). For each item or type of information, document, or thing sought to be filed
or introduced under seal in connection with a dispositive motion or trial, the party

1 seeking protection must articulate compelling reasons, supported by specific facts
2 and legal justification, for the requested sealing order. Again, competent evidence
3 supporting the application to file documents under seal must be provided by
4 declaration.

5 Any document that is not confidential, privileged, or otherwise protectable in
6 its entirety will not be filed under seal if the confidential portions can be redacted.
7 If documents can be redacted, then a redacted version for public viewing, omitting
8 only the confidential, privileged, or otherwise protectable portions of the document,
9 shall be filed. Any application that seeks to file documents under seal in their
10 entirety should include an explanation of why redaction is not feasible.

11 **2. DEFINITIONS**

12 2.1 Action: the above-captioned pending federal lawsuit.

13 2.2 Challenging Party: a Party or Non-Party that challenges the designation
14 of information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
16 how it is generated, stored or maintained) or tangible things that qualify for
17 protection under Rule 26(c) of the Federal Rules of Civil Procedure, and as specified
18 above in the Good Cause Statement.

19 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
20 their support staff).

21 2.5 Designating Party: a Party or Non-Party that designates information or
22 items that it produces in disclosures or in responses to discovery as
23 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
24 ONLY.”

25 2.6 Disclosure or Discovery Material: all items or information, regardless
26 of the medium or manner in which it is generated, stored, or maintained (including,
27 among other things, testimony, transcripts, and tangible things), that are produced or
28 generated in disclosures or responses to discovery in this matter.

1 2.7 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as
3 an expert witness or as a consultant in this Action.

4 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
5 Information or Items: extremely sensitive “Confidential Information or Items,”
6 disclosure of which to another Party or Non-Party would create a substantial risk of
7 serious harm that could not be avoided by less restrictive means.

8 2.9 House Counsel: attorneys who are employees of a party to this Action.
9 House Counsel does not include Outside Counsel of Record or any other outside
10 counsel.

11 2.10 Non-Party: any natural person, partnership, corporation, association, or
12 other legal entity not named as a Party to this action.

13 2.11 Outside Counsel of Record: attorneys who are not employees of a party
14 to this Action but are retained to represent or advise a party to this Action and have
15 appeared in this Action on behalf of that party or are affiliated with a law firm which
16 has appeared on behalf of that party, and includes support staff.

17 2.12 Party: any party to this Action, including all of its officers, directors,
18 employees, consultants, retained experts, and Outside Counsel of Record (and their
19 support staffs).

20 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
21 Discovery Material in this Action.

22 2.14 Professional Vendors: persons or entities that provide litigation-
23 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
24 demonstrations, and organizing, storing, or retrieving data in any form or medium)
25 and their employees and subcontractors.

26 2.15 Protected Material: any Disclosure or Discovery Material that is
27 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
28 ATTORNEYS’ EYES ONLY.”

 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material

1 from a Producing Party.

2
3 **3. SCOPE**

4 The protections conferred by this Stipulation and Order cover not only
5 Protected Material (as defined above), but also (1) any information copied or
6 extracted from Protected Material; (2) all copies, excerpts, summaries, or
7 compilations of Protected Material; and (3) any testimony, conversations, or
8 presentations by Parties, Non-Parties, or their Counsel that might reveal Protected
9 Material.

10 Any use of Protected Material at trial shall be governed by the orders of the
11 trial judge. This Stipulated Protective Order does not govern the use of Protected
12 Material at trial.

13 **4. DURATION**

14 Once a case proceeds to trial, all of the information that was designated as
15 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
16 ONLY,” or maintained pursuant to this Stipulated Protective Order and used or
17 introduced as an exhibit at trial becomes public and will be presumptively available
18 to all members of the public, including the press, unless compelling reasons
19 supported by specific factual findings to proceed otherwise are made to the trial
20 judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180–81 (distinguishing
21 “good cause” showing for sealing documents produced in discovery from
22 “compelling reasons” standard when merits-related documents are part of court
23 record). Accordingly, for such materials, the terms of this Stipulated Protective
24 Order do not extend beyond the commencement of the trial.

25
26 **5. DESIGNATING PROTECTED MATERIAL**

27 5.1 Exercise of Restraint and Care in Designating Material for Protection.
28 Each Party or Non-Party that designates information or items for protection under

1 this Order must take care to limit any such designation to specific material that
2 qualifies under the appropriate standards. The Designating Party must designate for
3 protection only those parts of material, documents, items, or oral or written
4 communications that qualify so that other portions of the material, documents,
5 items, or communications for which protection is not warranted are not swept
6 unjustifiably within the ambit of this Order.

7 Mass, indiscriminate, or routinized designations are prohibited. Designations
8 that are shown to be clearly unjustified or that have been made for an improper
9 purpose (e.g., to unnecessarily encumber the case development process or to
10 impose unnecessary expenses and burdens on other parties) may expose the
11 Designating Party to sanctions.

12 If it comes to a Designating Party's attention that information or items that it
13 designated for protection do not qualify for protection, that Designating Party must
14 promptly notify all other Parties that it is withdrawing the inapplicable designation.

15 5.2 Manner and Timing of Designations. Except as otherwise provided in
16 this Stipulated Protective Order (*see, e.g.*, second paragraph of section 5.2(a)
17 below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that
18 qualifies for protection under this Stipulated Protective Order must be clearly so
19 designated before the material is disclosed or produced.

20 Designation in conformity with this Stipulated Protective Order requires:

21 (a) for information in documentary form (e.g., paper or electronic
22 documents, but excluding transcripts of depositions or other pretrial or trial
23 proceedings), that the Producing Party affix at a minimum, the legend
24 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), or "HIGHLY
25 CONFIDENTIAL – ATTORNEYS' EYES ONLY" (hereinafter "AEO
26 CONFIDENTIAL legend"), to each page that contains protected material. If only a
27 portion or portions of the material on a page qualifies for protection, the Producing
28 Party also must clearly identify the protected portion(s) (e.g., by making
appropriate markings in the margins).

1 A Party or Non-Party that makes original documents available for inspection
2 need not designate them for protection until after the inspecting Party has indicated
3 which documents it would like copied and produced. During the inspection and
4 before the designation, all of the material made available for inspection shall be
5 deemed CONFIDENTIAL or “HIGHLY CONFIDENTIAL – ATTORNEYS’
6 EYES ONLY”. After the inspecting Party has identified the documents it wants
7 copied and produced, the Producing Party must determine which documents, or
8 portions thereof, qualify for protection under this Stipulated Protective Order.
9 Then, before producing the specified documents, the Producing Party must affix
10 the “CONFIDENTIAL legend” or “AEO CONFIDENTIAL legend” to each page
11 that contains Protected Material. If only a portion or portions of the material on a
12 page qualifies for protection, the Producing Party also must clearly identify the
13 protected portion(s) (e.g., by making appropriate markings in the margins).

14 (b) for testimony given in depositions that the Designating Party identify
15 the Disclosure or Discovery Material on the record, before the close of the
16 deposition all protected testimony and specify the level of protection being asserted.
17 Alternatively, the Designating Party may designate information disclosed at the
18 deposition as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
19 ATTORNEYS’ EYES ONLY” by notifying the court reporter and other parties in
20 writing, within fifteen (15) days of receipt of the transcript, of the specific pages and
21 lines of the transcript which are designated as “CONFIDENTIAL” or “HIGHLY
22 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” The parties may agree to a
23 reasonable extension of the 15-day period for designation. Designations of
24 transcripts will apply to audio, video, or other recordings of the testimony. During
25 such 15-day period, the entire transcript shall receive “HIGHLY CONFIDENTIAL
26 – ATTORNEYS’ EYES ONLY” treatment. Upon such designation, the court
27 reporter and each party shall affix the appropriate legend (“CONFIDENTIAL” or
28 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to the designated
pages and segregate them as appropriate. Only those portions that are appropriately

1 designated for protection within the fifteen-day period shall be covered by the
2 provisions of this Stipulated Protective Order after said designation period.

3 (c) for information produced in some form other than documentary and
4 for any other tangible items, that the Producing Party affix in a prominent place on
5 the exterior of the container or containers in which the information is stored, or for
6 electronic files in the file name or accompanying correspondence, the legend
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
8 ONLY,” as the case may be. If only a portion or portions of the information
9 warrants protection, the Producing Party, to the extent practicable, shall identify the
10 protected portion(s). The Receiving Party shall mark any hard-copy printouts and
11 the storage medium of any permissible copies of such electronic material with the
12 corresponding legend contained on the original and such copies shall become
13 subject to the same protections as the information or items from which those copies
14 were made.

15 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
16 failure to designate qualified information or items does not, standing alone, waive
17 the Designating Party’s right to secure protection under this Order for such material.
18 Upon timely correction of a designation, the Receiving Party must make reasonable
19 efforts to assure that the material is treated in accordance with the provisions of this
20 Stipulated Protective Order.

21 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
23 designation of confidentiality at any time that is consistent with the court’s
24 Scheduling Order.

25 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
26 resolution process (and, if necessary, file a discovery motion) under Local Rule
27 37.1 et seq.

28 6.3 The burden of persuasion in any such challenge proceeding shall be on

1 the Designating Party. Frivolous challenges, and those made for an improper
2 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
3 parties) may expose the Challenging Party to sanctions. Unless the Designating
4 Party has waived or withdrawn the confidentiality designation, all parties shall
5 continue to afford the material in question the level of protection to which it is
6 entitled under the Producing Party's designation until the court rules on the
7 challenge.

8 9 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

10 7.1 Basic Principles. A Receiving Party may use Protected Material that
11 is disclosed or produced by another Party or by a Non-Party in connection with this
12 Action only for prosecuting, defending, or attempting to settle this Action. Such
13 Protected Material may be disclosed only to the categories of persons and under the
14 conditions described in this Order. When the Action has been terminated, a
15 Receiving Party must comply with the provisions of section 13 below (FINAL
16 DISPOSITION).

17 Protected Material must be stored and maintained by a Receiving Party at a
18 location and in a secure manner that ensures that access is limited to the persons
19 authorized under this Stipulated Protective Order.

20 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
21 otherwise ordered by the court or permitted in writing by the Designating Party, a
22 Receiving Party may disclose any information or item designated
23 "CONFIDENTIAL" only:

24 (a) to the Receiving Party's Outside Counsel of Record in this Action, as
25 well as employees of said Outside Counsel of Record to whom it is reasonably
26 necessary to disclose the information for this Action;

27 (b) to the officers, directors, and employees (including House Counsel) of
28 the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) to Experts (as defined in this Order) of the Receiving Party to whom

1 disclosure is reasonably necessary for this Action and who have signed the
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

3 (d) to the court and its personnel;

4 (e) to court reporters and their staff;

5 (f) to professional jury or trial consultants, mock jurors, and Professional
6 Vendors to whom disclosure is reasonably necessary for this Action and who have
7 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

8 (g) to the author or recipient of a document containing the information or
9 a custodian or other person who otherwise possessed or knew the information;

10 (h) during their depositions, to witnesses, and attorneys for witnesses, in
11 the Action to whom disclosure is reasonably necessary, provided: (1) the deposing
12 party requests that the witness sign the “Acknowledgment and Agreement to Be
13 Bound” (Exhibit A); and (2) the witness will not be permitted to keep any
14 confidential information unless they sign the “Acknowledgment and Agreement to
15 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or
16 ordered by the court. Pages of transcribed deposition testimony or exhibits to
17 depositions that reveal Protected Material may be separately bound by the court
18 reporter and may not be disclosed to anyone except as permitted under this
19 Stipulated Protective Order; and

20 (i) to any mediator or settlement officer, and their supporting personnel,
21 mutually agreed upon by any of the parties engaged in settlement discussions.

22 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
23 ONLY” Information or Items. Unless otherwise ordered by the court or permitted
24 in writing by the Designating Party, a Receiving Party may disclose any
25 information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
26 EYES ONLY” only to:

27 (a) the Receiving Party’s Outside Counsel of Record, and employees of
28 the Outside Counsel of Record to whom it is reasonably necessary to disclose the
information for this Action;

1 (b) Experts (as defined in this Order) of the Receiving Party to whom
2 disclosure is reasonably necessary for this Action and who have signed the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A) prior to receiving
4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” materials; provided,
5 however, that before a Receiving Party may disclose, directly or indirectly, any
6 information designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
7 ONLY,” the Receiving Party must email written notice to the Designating Party’s
8 outside counsel of record the following information regarding such expert or
9 consultant: (i) an Executed Exhibit A; (ii) confirmation that the expert or consultant
10 has been advised in writing that his or her disclosure of information designated
11 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to the Receiving
12 Party is prohibited; and (iii) the outside consultant’s current curriculum vitae or
13 other description setting forth the person’s name and office address, his or her
14 present employer with job title and job description, any business or personal
15 relationship to any of the Parties (aside from being retained to consult and/or
16 provide testimony in the Action), and a brief job history for the past five years;

17 (c) the Court and its personnel;

18 (d) court reporters and their staff;

19 (e) professional jury or trial consultants and Professional Vendors to
20 whom disclosure is reasonably necessary for this Action and who have signed the
21 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22 (f) the author or recipient of a document containing the information or a
23 custodian or other person who otherwise possessed or knew the information;

24 (g) the Designating Party’s own employees, officers, and directors, solely
25 as to the Designating Party’s own “HIGHLY CONFIDENTIAL-ATTORNEYS’
26 EYES ONLY” material;

27 (h) during their depositions, third-party witnesses, and attorneys for third-
28 party witnesses, in the Action to whom disclosure is reasonably necessary
provided: (1) no party or nonparty objects to the proposed disclosure to the third-

1 party witness or attorney for the third-party witness; (2) the deposing party requests
2 that the third-party witness sign the form attached hereto as Exhibit A; (3) prior to
3 any disclosure, the deposing party consults with the Designating Party and counsel
4 participating in the deposition in order to determine whether a party or nonparty
5 objects to the disclosure; and (4) the third-party witness and his or her attorney may
6 not keep any confidential information unless they sign the “Acknowledgment and
7 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating
8 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits
9 to depositions that reveal Protected Material may be separately bound by the court
10 reporter and may not be disclosed to anyone except as permitted under this
11 Stipulated Protective Order; and

12 (i) any mediator or settlement officer, and their supporting personnel,
13 mutually agreed upon by the parties engaged in settlement discussions.

14 7.4 Data Security. The Parties agree to provide adequate security to protect
15 data produced by the other Party(ies) or by Non-Parties. At a minimum, any
16 Receiving Party subject to the terms of this Protective Order, will provide
17 reasonable measures to protect non-client data consistent with the American Bar
18 Association Standing Committee on Ethics and Professional Responsibility, Formal
19 Opinion 477R.

20 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
21 **PRODUCED IN OTHER LITIGATION**

22 If a Party is served with a subpoena or a court order issued in other litigation
23 that compels disclosure of any information or items designated in this Action as
24 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
25 ONLY that Party must:

26 (a) promptly notify in writing the Designating Party. Such notification
27 shall include a copy of the subpoena or court order;

28 (b) promptly notify in writing the party who caused the subpoena or order

1 to issue in the other litigation that some or all of the material covered by the
2 subpoena or order is subject to this Protective Order. Such notification shall include
3 a copy of this Stipulated Protective Order; and

4 (c) cooperate with respect to all reasonable procedures sought to be
5 pursued by the Designating Party whose Protected Material may be affected.

6 If the Designating Party timely seeks a protective order, the Party served
7 with the subpoena or court order shall not produce any information designated in
8 this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
9 ATTORNEYS’ EYES ONLY” before a determination by the court from which the
10 subpoena or order issued, unless the Party has obtained the Designating Party’s
11 permission. The Designating Party shall bear the burden and expense of seeking
12 protection in that court of its confidential material and nothing in these provisions
13 should be construed as authorizing or encouraging a Receiving Party in this Action
14 to disobey a lawful directive from another court.

15 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
16 **PRODUCED IN THIS LITIGATION**

17 9.1 Application. The terms of this Stipulated Protective Order are
18 applicable to information produced by a Non-Party in this Action and designated as
19 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
20 ONLY.” Such information produced by Non-Parties in connection with this
21 litigation is protected by the remedies and relief provided by this Order. Nothing in
22 these provisions should be construed as prohibiting a Non-Party from seeking
23 additional protections.

24 9.2 Notification. In the event that a Party is required, by a valid discovery
25 request, to produce a Non-Party’s confidential information in its possession, and the
26 Party is subject to an agreement with the Non-Party not to produce the Non-
27 Party’s confidential information, then the Party shall:

28 (a) promptly notify in writing the Requesting Party and the Non-Party

1 that some or all of the information requested is subject to a confidentiality
2 agreement with a Non-Party;

3 (b) promptly provide the Non-Party with a copy of the Stipulated
4 Protective Order in this Action, the relevant discovery request(s), and a
5 reasonably specific description of the information requested; and

6 (c) make the information requested available for inspection by the Non-
7 Party, if requested.

8 9.3 Conditions of Production. If the Non-Party fails to seek a protective
9 order from this court within 14 days of receiving the notice and accompanying
10 information, the Receiving Party may produce the Non-Party's confidential
11 information responsive to the discovery request. If the Non-Party timely seeks a
12 protective order, the Receiving Party shall not produce any information in its
13 possession or control that is subject to the confidentiality agreement with the Non-
14 Party before a determination by the court. Absent a court order to the contrary, the
15 Non-Party shall bear the burden and expense of seeking protection in this court of its
16 Protected Material.

17 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

18 If a Receiving Party learns that, by inadvertence or otherwise, it has
19 disclosed Protected Material to any person or in any circumstance not authorized
20 under this Stipulated Protective Order, the Receiving Party must immediately (a)
21 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
22 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
23 the person or persons to whom unauthorized disclosures were made of all the terms
24 of this Order, and (d) request such person or persons to execute the
25 "Acknowledgment and Agreement to Be Bound" (Exhibit A).

26 Protected Material shall only be used for the purpose of litigating the Action
27 and shall not be used in other actions or proceedings.

28 Persons having knowledge of Protected Material and information due to their

1 participation in the conduct of this Action shall use such knowledge and information
2 only as permitted herein, and shall not disclose such Protected Material, their
3 contents or any portion or summary thereof to any person(s) not involved in the
4 conduct of the Action.

5
6 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
7 **PROTECTED MATERIAL**

8 The inadvertent production of privileged or work-product protected
9 documents, electronically stored information (ESI) or information is not a waiver
10 of the privilege or protection from discovery in this case or in any other federal or
11 state proceeding. When a Producing Party gives notice to Receiving Parties that
12 certain inadvertently produced material is subject to a claim of privilege or other
13 protection, the obligations of the Receiving Parties are those set forth in Rule
14 26(b)(5)(B) of the Federal Rules of Civil Procedure. This provision is not intended
15 to modify whatever procedure may be established in an e-discovery order that
16 provides for production without prior privilege review. Pursuant to Rules 502(d)
17 and (e) of the Federal Rules of Evidence, insofar as the parties reach an agreement
18 on the effect of disclosure of a communication or information covered by the
19 attorney-client privilege or work product protection, the parties may incorporate
20 their agreement in the stipulated protective order submitted to the court.

21 This Order shall be interpreted to provide the maximum protection allowed by
22 Federal Rule of Evidence (FRE) 502(d) and shall be enforceable and granted full
23 faith and credit in all other state and federal proceedings by 28 U.S. Code § 1738. In
24 the event of any subsequent conflict of law, the law that is most protective of
25 privilege and work product shall apply.

26 Nothing contained in this Order is intended to or shall serve to limit a Party's
27 right to conduct a review of documents, ESI or information (including metadata) for
28 relevance, responsiveness and/or segregation of privileged and/or protected
information before production.

1 If a Receiving Party has reason to believe that a produced document or other
2 information may reasonably be subject to a claim of privilege, then the Receiving
3 Party shall immediately sequester the document or information, cease using the
4 document or information and cease using any work product containing the
5 information, and shall inform the Producing Party of the beginning BATES number
6 of the document or, if no BATES number is available, shall otherwise inform the
7 Producing Party of the information.

8 A Producing Party must give written notice to any Receiving Party asserting a
9 claim of privilege, work-product protection, or other ground for reclaiming
10 documents or information (a “clawback request”). After a clawback request is
11 received, the Receiving Party shall immediately sequester the document (if not
12 already sequestered) and shall not review or use that document, or any work product
13 containing information taken from that document, for any purpose. The Parties shall
14 meet and confer regarding any clawback request.

15 **12. MISCELLANEOUS**

16 12.1 Right to Further Relief. Nothing in this Stipulated Protective Order
17 abridges the right of any person to seek its modification by the court in the future.

18 12.2 Right to Assert Other Objections. By stipulating to the entry of this
19 Stipulated Protective Order no Party waives any right it otherwise would have to
20 object to disclosing or producing any information or item on any ground not
21 addressed in this Stipulated Protective Order. Similarly, no Party waives any right
22 to object on any ground to use in evidence of any of the material covered by this
23 Stipulated Protective Order.

24 12.3 Filing Protected Material. A Party that seeks to file under seal any
25 Protected Material must comply with Local Rule 79-5. Protected Material may
26 only be filed under seal pursuant to a court order authorizing the sealing of the
27 specific Protected Material at issue. If a Party's request to file Protected Material
28 under seal is denied by the court, then the Receiving Party may file the information

1 in the public record unless otherwise instructed by the court.
2

3 **13. FINAL DISPOSITION**

4 After the Final Disposition of this Action, within 60 days of a written request
5 by the Designating Party, each Receiving Party must return all Protected Material
6 to the Producing Party or destroy such material. As used in this subdivision, “all
7 Protected Material” includes all copies, abstracts, compilations, summaries, and
8 any other format reproducing or capturing any of the Protected Material. Whether
9 the Protected Material is returned or destroyed, the Receiving Party must submit a
10 written certification to the Producing Party (and, if not the same person or entity, to
11 the Designating Party) by the 60 day deadline that (1) identifies (by category,
12 where appropriate) all the Protected Material that was returned or destroyed and (2)
13 affirms that the Receiving Party has not retained any copies, abstracts,
14 compilations, summaries or any other format reproducing or capturing any of the
15 Protected Material. Notwithstanding this provision, Counsel is entitled to retain an
16 archival copy of all pleadings, motion papers, trial, deposition, and hearing
17 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
18 reports, attorney work product, and consultant and expert work product, even if
19 such materials contain Protected Material. Any such archival copies that contain or
20 constitute Protected Material remain subject to this Protective Order as set forth in
21 Section 4 (DURATION).

22 **14. VIOLATION**

23 Any violation of this Stipulated Protective Order may be punished by by
24 civil or criminal contempt proceedings, financial or evidentiary sanctions, reference
25 to disciplinary authorities, or other appropriate action at the discretion of the Court.

26 ///
27
28

1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2
3 DATED: August 25, 2025

MILORD LAW GROUP, P.C.

4 /s/ Milord A. Keshishian

5 Milord A. Keshishian

6 Attorney(s) for Plaintiff/Counter-Defendant,
7 ELEGANT OUTDOOR FURNITURE, LLC
8 D/B/A OLLE GARDENS

9 DATED: August 25, 2025

TROUTMAN PEPPER LOCKE

10 /s/ H. Street Tenney

11 H. Street Tenney

12 Attorney(s) for Defendant(s)/Counter-Plaintiffs
13 VEGO INNOVATIONS, INC.,
14 GUANGYUAN "ROBERT" XIONG, FRANK
15 ZHANG, KENT XIE, AND JASON ZHANG

16
17 Pursuant to L.R. 5-4.3.4(a)(2)(i), the e-filer of this document hereby attests that all
18 other signatories listed, on whose behalf this stipulation is submitted, concur in the
19 filing's content and have authorized the filing.
20

21 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

22
23 DATED: August 25, 2025

24 
25 _____
26 STEPHANIE S. CHRISTENSEN
27 United States Magistrate Judge
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ **[print or type full name]**, of
_____ **[print or type full address]**, declare under penalty of
perjury that I have read in its entirety and understand the Stipulated Protective
Order that was issued by the United States District Court for the Central District
of California on _____ **[date]** in the case of *Olle Gardens v Vego*
Innovation, Inc. et al.; Case No. 2:25-cv-02834-GW-SSC . I agree to comply
with and to be bound by all the terms of this Stipulated Protective Order and I
understand and acknowledge that failure to so comply could expose me to
sanctions and punishment in the nature of contempt. I solemnly promise that I
will not disclose in any manner any information or item that is subject to this
Stipulated Protective Order to any person or entity except in strict compliance
with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
Court for the Central District of California for the purpose of enforcing the terms
of this Stipulated Protective Order, even if such enforcement proceedings occur
after termination of this action. I hereby appoint _____
[print or type full name] of _____ **[print or type full address and**
telephone number] as my California agent for service of process in connection
with this action or any proceedings related to enforcement of this Stipulated
Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____